

AGREEMENT

Between

The County of Mercer

and

**AFSCME Local 2320
(Foreman/Supervisor)**

AFL-CIO

**Effective: January 1, 2008
Expiration: December 31, 2011**

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PREAMBLE

This Agreement dated November 13, 2008, between the County of Mercer, hereinafter referred to as the "Employer", and Local Number 2320 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, the Employer and the Union entered into an Agreement on which Agreement was approved by Board of Chosen Freeholders.

NOW, THEREFORE, the parties agree with each other as follows:

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this

Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his/her pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union, as provided in N.J.S.A. 52:14-15.9(e), as amended.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Local 2320 of AFSCME. Existing written authorization for dues deduction to an employee organization other than Local 2320 of AFSCME must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et. al.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

4. WORK SCHEDULES/WORK SHIFTS

4.1 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations. A continuous operation is defined as an operation where the nature of the work provides for more than an eight (8) hour period per day and/or more than five (5) days per week. Any exceptions to the work schedules as outlined above may be made by the County and the Union by mutual agreement.

4.2 Where the nature of the work involved requires continuous operations, employees will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

4.3 The normal work shift for all employees covered by this agreement shall be seven and one-half (7 ½) hours per day with a one-half (½) hour unpaid meal period.

4.4 The starting times of work shifts shall be determined by the Employer on January 1 of each year.

5. OVERTIME

5.1 Time and one-half the employee's regular rate of pay shall be paid for all work performed by full-time employees under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. Weekly. All work performed in excess of thirty-seven and one-half (37 ½) hours, excluding meal periods.

b. All work performed on the sixth workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.

c. All work performed on a holiday plus the regular day's pay except as modified by Paragraph 5.2(c) below.

d. For employees in continuous operations all work performed on the sixth workday of the work week schedule referred to in the Article herein entitled "Work Schedules/Work Shifts".

5.2 Double time the employee's regular rate of pay shall be paid for work performed under the following conditions.

a. All work performed on the seventh days as such of any work week, excepting those operations exempted by mutual agreement between the County and the Union.

b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

c. All non-scheduled work performed on a holiday after an initial eight (8) hour shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).

d. For employees in continuous operations all work performed on the seventh workday of the work week scheduled referred to in the Article herein entitled "Work Schedules".

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the computation of overtime payments in the paragraph(s) above.

5.4 Part-time employees are not subject to the provisions of 5.1 and 5.2 above and are not eligible for overtime compensation except in those situations when the total number of hours worked in a week exceeds thirty-seven and one-half (37½) hours, excluding meal periods.

5.5 Specific operations shall be exempted from the overtime provisions outlined in Paragraphs 5.1 and 5.2 above by mutual agreement between the Employer and the Union.

5.6 Overtime opportunities will be distributed as equally as possible among employees in the same job classification. It is understood that nothing in this clause shall require payment for overtime hours not worked.

5.7 The Employer will provide meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on emergency basis before his/her starting time and works through the regular breakfast meal.

5.8 The County may elect to allow an employee compensatory time in lieu of overtime, however no employee shall be forced to take compensatory time in lieu of overtime pay. Compensatory time shall be earned at the same rate as overtime pay.

6. PAY SCALES OR RATES OF PAY

6.1 The 2008, 2009, 2010 and 2011 pay scales for all employees covered by this Agreement shall be as set forth in the attached Appendixes.

6.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of the Employer and the Union.

6.3 All employees in the unit shall have their annual base salaries increased during the duration of this agreement in accordance with the following schedule:

- a. Effective January 1, 2008, all employees shall receive a three and one half (3.5%) percent salary increase.
- b. Effective January 1, 2009, all employees shall receive a three and one half (3.5%) percent salary increase.
- c. Effective January 1, 2010, all employees shall receive a three (3.0%) percent salary increase.
- d. Effective January 1, 2011, all employees shall receive a three (3.0%) percent salary increase.
- e. Effective 1/1/08 any employee in a title II series shall be moved to the title I series.
- f. The hiring rate for newly appointed Foreman is set forth in Appendix A. After the employee completes one (1) year of service, his/her salary will be adjusted to maximum pay.
- g. Foreman responsible to supervise the asphalt milling operation will receive a \$600 stipend in each year of the contract. The stipend will be prorated with each salary check during the calendar year.
- h. The hiring rate shall be \$46,000 for the duration of this contract.

6.4 An employee who performs work in a higher pay classification other than his/her own for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the time it is performed, and his/her salary shall be adjusted to the minimum of the new range or to an amount equal to five (5) percent above his/her present salary, whichever is higher, and in no instance would an employee receive less than his/her present salary.

6.5 Those employees in this unit who receive a promotion to a higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his/her regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the

employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his/her normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. INSURANCE AND RETIREMENT BENEFITS

8.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

8.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment will be as follows:

\$12.00 brand name drugs; \$4.00 generic drugs

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

8.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.

8.7 The County agrees to make available the State Disability Plan. All eligible employees are required to make the co-payment and follow the procedures as outlined under this plan.

8.8 Effective January 1, 2007, each active employee except those with single coverage shall have deducted biweekly from his or her salary \$24.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical and dental insurance coverage.

Effective January 1, 2010, each active employee except those with single coverage shall have deducted from his or her salary \$26.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$21.00 per pay period deducted for such medical and dental insurance coverage. There shall be no other increase of this health co-payment for the duration of this contract.

8.9 The County agrees to establish a vision care program which is not a reimbursement program. The vision care program will allow eligible County employees to receive discounts from designated County wide providers to reduce costs in the purchase of lenses, frames and eye examinations.

9. PAID LEAVES OF ABSENCE

9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive working days in a seven-day period for bereavement purposes, commencing the day of death or day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his/her normal work week, but in no event more than seven and one-half (7 ½) hours pay for any one day.

9.2 UNION BUSINESS DAYS - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized

an aggregate of no more than twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Department Director. The Union President or his/her designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Department Director; such authorization shall not be unreasonable denied.

9.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage, with no salary cap.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or illness. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

Employees returning from authorized leave of absence as set forth above shall be restored to their original job classification and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

The County shall be entitled to renegotiate with the unit any changes in the County's Occupational Injury Leave Program. In the event the parties are unable to reach agreement on changes, the issue shall be resolved through mediation and, if necessary, fact-finding.

9.4 SICK LEAVE - All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

- a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.
- b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.
- c. The minimum sick leave with pay shall accrue to any full-time temporary or full-time provisional employee at the rate of one working day per month as earned.

- d. If an employee does not utilize any of his/her allotted 15 days of sick leave time for the entire calendar year, that employee shall be entitled to a \$300.00 bonus payment payable by March 1 of the following year. An employee utilizing five days or less of their allocated 15 days in the year shall receive a \$200.00 bonus payable by March 1 of the following year. This bonus does not apply to part-time employees and an individual must have worked the entire year to be eligible. This sick leave reduction incentive applies for each year of this contract.
- e. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- f. An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment excepting as provided under Article entitled, "Insurance and Retirement Benefits", Paragraph 8.5.
- g. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.
 - (1) Failure to so notify his/her supervisor shall be cause for denial of the use of sick leave for that absence.
 - (2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.
- h.
 - (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.
 - (2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
 - (3) The Employer may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by the County Physician. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return will not jeopardize the health of the other employees.
- i. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

- j. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

9.5 PERSONAL LEAVE - All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in hourly units. Said leave shall not be taken unless 24 hours notice thereof has been given to employee's supervisor. In the event that 24 hours notice cannot be given said leave may be taken only upon authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonable withheld absent an emergency. Personal days shall not be taken in conjunction with vacation leave.

9.6 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of his/her work shift, said employee shall be required to report to work for the remainder of his/her shift.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his/her work schedule adjusted, if necessary, to place him/her on the normal (daytime) shift for the period of time he/she is required to serve jury duty.

9.7 SICK LEAVE BUY BACK - Full time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Designated Chief Personnel Officer. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

10. ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

11.

NON-PAID LEAVES OF ABSENCE

11.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

11.2 The Employer will grant leaves of absence to two (2) employees, not more than one from any divisions, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave.

11.3 All other leaves of absence without pay shall be at the discretion of the Employer.

11.4 Employees returning from authorized leaves of absence as set forth in the paragraph(s) above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

12.

SENIORITY

12.1 Seniority is defined as an employee's continuous length of service with the County beginning with his/her initial date of hire. Any authorized leave of absence is considered to be continuous service.

12.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation, scheduling, and work shifts, as defined in Paragraph 12.3 below.

Where ability to perform work and physical fitness are considerations in application of the above, determinations shall be made by the Employer.

12.3 Where more than one work shift per day within a given classification is in effect, employees within such classifications will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one year to exercise his/her preference of shift over a less senior employee.

12.4 The Employer shall remain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

12.5 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

13. HOLIDAYS

13.1 The following days are recognized paid holidays whether or not worked:

| | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

13.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 13.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

13.3 For all employees working a continuous operations schedule, holidays enumerated in paragraph 13.1 above which fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

13.4 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

13.5 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to holiday pay.

14 PERFORMANCE ASSESSMENT REVIEW

14.1 The County will maintain a performance assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

14.2 At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

14.3 The employee shall evaluate his performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time. The evaluations shall be based on the criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six-month conference held earlier and referenced in paragraph 14.2 above.

14.4 The performance assessment review will not be tied to any monetary clauses during the term of this contract.

14.5 A copy of all annual evaluations shall be transmitted to the County's Office of Personnel.

15. GRIEVANCE PROCEDURE

15.1 A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or
- b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and his/her immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the employee's division head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the division head shall meet with the grievant to discuss the grievance. The division head shall render a decision in writing within five (5) days after the meeting.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the department director within five (5) days from receipt of the response from the division head. No later than five (5) days after receipt of grievance, the department director shall meet with the grievant to discuss the grievance. The department director shall give an answer in writing no later than five (5) days after the meeting.

Step Three: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator within five (5) days from receipt of the response from the department director. No later than five (5) days after receipt of

grievance, the County Administrator or his/her designee shall meet with the grievant to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than five (5) days after the meeting.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator, by written notice to the County Administrator shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

15.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

15.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representative regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

15.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's department director or his/her designated representative, permission for which shall not be unreasonably withheld.

16. DISCIPLINE/DISCHARGE

16.1 It is expressly understood that the Employer shall have the right to discipline any employee' however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

16.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines

more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his/her statutory right of appeal to the Merit System Board and shall be precluded from having the Union move his/her appeal to binding arbitration.

b. The Union, in behalf of a permanent employee against whom minor disciplinary action of three (3) days or less has been taken shall have the right to appeal this disciplinary action to Step III of the Grievance Procedure. Minor discipline of four (4) or five (5) days may be appealed by the Union to Step III or Step IV of the Grievance Procedure.

c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action pursuant to 16.2(b) above.

17. SAFETY AND HEALTH

17.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

17.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his/her alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

18. EQUAL TREATMENT

18.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, marital status, religion, political affiliation, Union membership, Union activities and/or any disability under the Federal American with Disabilities Act (ADA) legislation or other applicable legal authority.

18.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

19.

WORK RULES

19.1 The Employer may, after negotiations with the union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitable applied and enforced.

19.2 Such work rules shall be subject to the grievance procedure.

20.

ANNUAL VACATION LEAVE

20.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation leave may be taken in hourly units. Vacation requests shall not be unreasonably denied.

20.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth (6) year to completion of tenth (10) year, fifteen (15) working days.
- d. From beginning of eleventh (11) year to completion of fifteenth (15) year, twenty (20) working days.
- e. From beginning of sixteenth (16) year to completion of nineteenth (19) year, twenty-five (25) working days.
- f. At beginning of twentieth (20) year, thirty (30) working days.

20.3 Annual vacation leave with pay for all full-time temporary and/or full-time provisional employees shall be earned at the rate of one (1) day per month.

20.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his/her vacation period.

20.5 An employee who is called back to work while on authorized vacation, shall be paid one days pay in addition to regular days pay and shall not lose vacation day or days.

20.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year, up to a maximum of thirty (30) days.

20.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

20.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement become effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his/her credit any annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her salary rate at the time of death.

20.9 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

20.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

21. SHIFT PAY

21.1 Employees working on shifts of which the majority of working hours fall between 4:00 pm and 12:00 midnight shall receive in addition to their regular pay an additional twenty-five (25) cents per hour. Said differential shall be paid for all hours worked on that shift.

21.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional thirty (30) cents per hour. Said differential shall be paid for all hours worked on that shift.

22. LONGEVITY

22.1 Every full-time employee, temporary or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first day of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, additional monies as set forth in the longevity schedule.

The longevity schedule is as follows:

| | |
|----------|---------|
| 5 years | \$ 300 |
| 10 years | \$ 900 |
| 15 years | \$1,350 |
| 20 years | \$1,850 |
| 25 years | \$2,300 |
| 30 years | \$2,700 |
| 35 years | \$3,100 |
| 40 years | \$3,500 |
| 45 years | \$3,900 |

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

23. WORK UNIFORMS

23.1 Work uniforms will be supplied annually by the Employer to all full-time employees covered by this Agreement. Uniforms will be ordered and paid through the County's operating account in the amount not to exceed \$300.00 per employee.

23.2 In all cases where uniforms and an allowance are provided said uniforms shall be worn. Failure to wear said uniforms when issued shall be cause for disciplinary action.

24. CLOTHING MAINTENANCE ALLOWANCE

24.1 The Employer agrees to pay each full-time employee covered by this Agreement an annual clothing maintenance allowance to be used by the employee for the maintenance of his/her uniform. The clothing allowance total shall be \$500.00 in 2008, 2009, 2010 and 2011. Said allowance should be paid by December 15 of each year.

24.2 The allowance referred to above shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month.

24.3 New employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of

absence provided for in Article entitled "Non-Paid Leaves of Absence", shall be paid a prorated share of the annual clothing maintenance allowance for each calendar month in which the employee works at least one (1) day.

24.4 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 23.3 above, or whose employment is terminated for cause shall not be entitled to payment of the annual clothing maintenance allowance or any prorated portion thereof.

24.5 The annual clothing maintenance allowance shall only be applicable to those employees who are uniformed.

25. SUPPLEMENTAL VEHICLE ALLOWANCE

25.1 Foreman who utilize their vehicles to attend to County business shall receive a supplemental vehicle allowance of \$750.00 in 2008, \$800.00 in 2009, \$850.00 in 2010 and \$900.00 in 2011 payable on July 1 in each year of the contract. Those individuals who currently utilize County vehicles for such business shall not be eligible for said allowance.

26.1 CLASSIFICATIONS AND JOB DESCRIPTIONS

26.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and Appendix B and by reference are made part of this Agreement.

26.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the Grievance Procedure commencing with Step Two of this Agreement.

27. STRIKES AND LOCKOUTS

27.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

27.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

28. GENERAL PROVISIONS

28.1 The provisions of this Agreement shall only apply to those employees in the Union who are on the County payroll and actively at work on or after the date of the execution of

this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

29. SEPARABILITY AND SAVINGS

29.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

29.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

30. TERMINATION

30.1 Subject to the terms of this Agreement and the grievance procedure, the Employer has the right and responsibility to direct the affairs of the County including the right to plan, control, and direct the operation of the equipment and work forces, to relieve employees due to lack of work, and to contract for and subcontract out services except that the Employer agrees that there will be no subcontracting of work which can be done by the regular work forces.

30.2 This Agreement shall be effective as of the first day of January 2008 and shall remain in full force and effect until the 31st day of December 2011. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

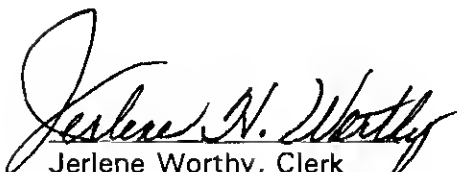
In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

30.3 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed
by their proper officers and attested to on the 13th day of November 2008

ATTEST:

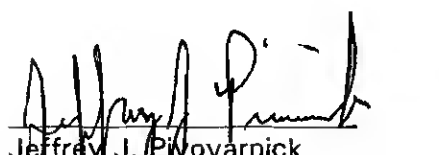
COUNTY OF MERCER

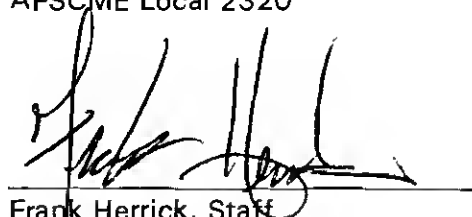

Jerlene Worthy, Clerk
Board of Freeholders


Brian H. Hughes
County Executive

ATTEST:

AFSCME Local 2320


Jeffrey J. Pivovarnick
President, AFSCME Local 2320


Frank Herrick, Staff
Representative AFSCME
Council Number 73

APPENDIX A

| <u>TITLE</u> | <u>HOURS OF WORK</u> |
|-----------------------------------|----------------------|
| Airport Maintenance Supervisor | 40 |
| Airport Operation Safety Officer | 37 ½ |
| Airport Operations, Supervisor | 40 |
| Bridge Repair Foreman | 37 ½ |
| Foreman (Park Commission) | 37 ½ |
| Foreman Tree Crew | 37 ½ |
| General Supervisor, Garage | 37 ½ |
| General Supervisor, Mosquito | 37 ½ |
| General Supervisor, Parks | 37 ½ |
| General Supervisor, Roads | 37 ½ |
| General Supervisor, Traffic | 37 ½ |
| Mechanical Repair Foreman | 37 ½ |
| Supervising Carpenter | 37 ½ |
| Supervising Mechanic | 37 ½ |
| Supervisor Mosquito Extermination | 37 ½ |
| Supervisor of Trades | 37 ½ |
| Supervisor, Bridge Repairer | 37 ½ |
| Supervisor, Roads | 37 ½ |
| Supervisor, Trees | 37 ½ |
| Supervisor, Traffic Maintenance | 37 ½ |

APPENDIX B

2008 - 2011
FOREMAN - AFSCME LOCAL 2320
COMPENSATION SCHEDULE

| <u>TITLE</u> | <u>3.5%</u> <u>1/1/2008</u> | <u>3.5%</u> <u>1/1/2009</u> | <u>3%</u> <u>1/1/2010</u> | <u>3%</u> <u>1/1/2011</u> |
|--------------------------------------|--|--|--|--|
| Airport Maintenance Supervisor I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Airport Operations Safety Officer | \$67,944 | \$70,322 | \$72,432 | \$74,605 |
| Airport Operations Supervisor I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Bridge Repair Foreman I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Foreman (Park Commission) I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Foreman Tree Crew | \$67,944 | \$70,322 | \$72,432 | \$74,605 |
| General Supervisor, Garage I | \$76,901 | \$79,592 | \$81,980 | \$84,439 |
| General Supervisor, Mosquito I | \$76,901 | \$79,592 | \$81,980 | \$84,439 |
| General Supervisor, Parks I | \$76,901 | \$79,592 | \$81,980 | \$84,439 |
| General Supervisor, Roads I | \$78,535 | \$81,283 | \$83,722 | \$86,234 |
| General Supervisor, Traffic I | \$76,901 | \$79,592 | \$81,980 | \$84,439 |
| Mechanical Repair Foreman I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervising Carpenter I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervising Mechanic I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervising Mosquito Extermination I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervisor of Trades I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervisor, Bridge Repairer I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervisor, Roads I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervisor, Trees I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |
| Supervisor, Traffic Maintenance I | \$70,163 | \$72,618 | \$74,797 | \$77,041 |

HIRE RATE

Flat Rate: \$46,000